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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

SYNOPSYS, INC.,

Plaintiff,

VS.

RICOH COMPANY, LTD.

Defendant.

Case No. C-03-2289 MJJ
Case No. C-03-4669 MJJ

**STIPULATION AND [PROPOSED] ORDER
RESOLVING PORTIONS OF
DEFENDANTS' MOTION TO COMPEL
AND RICOH'S MOTION TO QUASH**

RICOH COMPANY, LTD.,

Plaintiff,

VS.

AEROFLEX INCORPORATED, et al.,

Defendant.

With regard to the Defendants' Motion to Compel as well as Ricoh's Motion to Quash, the parties have reached certain agreements as set forth below and request that that Court enter this [Proposed] Order Resolving Portions of Defendants' Motion to Compel and Ricoh's Motion to Quash

1. With regard to the issues raised in Defendants' Motion to Compel regarding the adequacy of Ricoh's privilege logs, Ricoh agrees that:

a. By June 28, 2006, Ricoh has updated all of the descriptions in its current

privilege log regarding the prosecution history and by July 19, 2006 Ricoh will update the descriptions of the 13 additional documents on the current log, as identified by Defendants in their motion, to be consistent with Judge Chen's June 23, 2006 Order.

- b. By July 17, 2005, Ricoh will log all documents that pre-date the filing of Ricoh's Complaint and that are relevant to the claims or defenses asserted by any party in this litigation and that have been withheld by Ricoh based on privilege, with the following exceptions: communications exclusively between Ricoh employees and Ricoh's counsel, between Ricoh employees for obtaining information to be provided to Ricoh's counsel, or between Ricoh's counsel and non-testifying experts (who are not otherwise employees of Ricoh or percipient witnesses), where such communications were not distributed or disseminated to any third parties. In addition, Ricoh will log all documents as described above that contain factual information (including documents) obtained from interviews with any third part(ies), other than non-disclosed experts (who are not otherwise employees of Ricoh or percipient witnesses), even if such factual information is contained within communications exclusively between Ricoh and Ricoh's counsel or between Ricoh's counsel and non-disclosed experts (who are not otherwise employees of Ricoh or percipient witnesses).
- c. The parties agree that documents responsive to any document request made in this litigation that fall within the exceptions of paragraph 2(b), or that post-date the filing of Ricoh's Complaint and are communications exclusively between client and trial counsel, between employees of a party for the purpose of obtaining information for trial counsel, or trial counsel and non-testifying experts (who are not otherwise employees of the client) and that have been withheld by any party based on privilege, need not be logged, and that the failure by any party to serve such a log is not a waiver of any privilege.

1 2. With regard to the Takada memo and Hoffman letter regarding the meeting with
 2 Shindo, Defendants stipulate that they will not seek to depose Gary Hoffman, or to disqualify him or
 3 the firm of Dickstein Shapiro LLP as Ricoh's counsel. Ricoh will produce the Hoffman letter to
 4 Shindo and the Takada memo. These documents will be produced in a redacted form if necessary so
 5 that only the facts communicated by Mr. Shindo to Mr. Takada and Mr. Hoffman will be disclosed.
 6 All redactions to either the Takada memo or the Hoffman letter will be included on Ricoh's privilege
 7 log. These documents will be provided by July 17, 2006.

8 3. Regarding the requested *in camera* review of the prosecution files, Defendants will
 9 advise Ricoh by Thursday June 29, 2006 whether or not Defendants maintain that there should be an *in*
 10 *camera* review of some subset of the documents. If Defendants indicate that there should be an *in*
 11 *camera* review, Ricoh will submit the identified documents to the Court for an *in camera* review by
 12 July 5, 2006

13 4. Regarding the cross motions to compel and to quash the continuation of the Kobayashi
 14 deposition, the parties agree to defer further consideration of this issue until after the resolution of all
 15 issues relating to the KBSC documents.

16 5. Regarding the non-document related written discovery responses, the parties have
 17 reached the following agreements:

- 18 a. Defendants will withdraw their motion to compel with regard to the following
 19 RFAs as well as the corresponding interrogatories: 41, 57, 58, 70, 75, 81-82,
 20 103-128; 151-156, and 214-231.
- 21 b. With regard to RFAs 22-26, Defendants will withdraw their request that Ricoh
 22 answer the corresponding interrogatories. Ricoh agrees to supplement their
 23 responses to these RFAs.
- 24 c. With regard to RFAs 28-39, 42-45, 50-56, 59-69, 71-74, 76-80, 83-100, Ricoh
 25 will supplement its responses to meet the substance of the requests. In the event
 26 of anything other than an unqualified admission, Ricoh will also supplement its
 27 answers to the corresponding interrogatories. These responses will be
 28 supplemented on or before July 17, 2006.

1 d. With regard to RFAs 40, 46, 47, 48, 49, Ricoh agrees either to eliminate the
2 phrase “as Ricoh has defined the relevant terms in its Final Infringement
3 Contentions” or to specifically identify the referenced definitions of “relevant
4 terms” in its response to the RFAs. Provided Ricoh does so, Defendants will
5 withdraw their motion with regard to the corresponding interrogatories. These
6 responses will be supplemented on or before July 17, 2006.

7 e. With regard to RFAs 163-171, Defendants define “participated development of
8 the software” to mean “participated in the creation of the specification for or the
9 coding of the software.” The parties agree that the phrase “the terms” was a
10 typographical error, and should be ignored. Subject to the foregoing definition
11 and clarification, Ricoh will supplement its responses to these requests for
12 admissions as well as the corresponding interrogatories (without raising any
13 objection that the foregoing definition creates subparts).

14 f. With regard to RFAs 185-199 and 232-245, Ricoh will supplement its answers
15 to meet the substance of these RFAs by admitting or denying whether the
16 particular cited prior art reference meets the referenced claim limitation.
17 Conditioned expressly on Ricoh’s agreement to meet the substance of each of
18 these RFAs as described above (and not profess, for example, a lack of
19 information or belief to admit or deny), Defendants withdraw their request that
20 Ricoh supplement the corresponding interrogatories.

21 g. With regard to RFAs 172-184, 200-213, 246-274, Ricoh will supplement its
22 answers to meet the substance of these RFAs by admitting or denying whether
23 the particular cited prior art reference meets the referenced claim limitation only
24 to the extent that an element is discussed in Defendants’ expert reports or to the
25 extent that Ricoh has undertaken a sufficient analysis relating to the particular
26 request so that Ricoh can respond to the request at the time its supplemental
27 answers are due. However, this provision will not obligate Ricoh in any way to
28 do any analysis that it or its experts have not already performed at the time its

1 supplemental answers are due. The supplemental answers to these requests shall
2 be provided on or before August 2, 2006.

3 h. Defendants agree that a sufficient supplemental interrogatory response from
4 Ricoh regarding an RFA would be to provide at least one reason why the request
5 cannot be admitted without qualification, or why the request can neither be
6 admitted nor denied. Such an answer shall not preclude Ricoh from asserting
7 other reasons. The parties further agree that if Ricoh is unable to admit or deny
8 a request because it does not have information sufficient to respond, such a
9 response shall be adequate, provided Ricoh comply with the requirements of
10 Rule 36(a) regarding such responses. Defendants further agree that citation to
11 deposition testimony, expert reports or documents produced during discovery
12 are sufficient under Rule 33(d), provided that Ricoh gives a reasonable "pinpoint
13 cite" to the specific portions of deposition testimony, expert reports, or
14 documents produced during discovery upon which it is relying. Ricoh agrees
15 that, should it wish to rely upon its infringement contentions, it will include the
16 specific language from its infringement contentions upon which it is relying in
17 its interrogatory response, or provide a precise citation (and not just reference
18 generally to its contentions regarding a particular claim element, for example) to
19 its infringement contentions.

20 i. Defendants hereby withdraw their motion with regard to their request that Ricoh
21 supplement its response to Aeroflex, Inc.'s Interrogatory No. 4, Aeroflex
22 Colorado Springs, Inc's Interrogatory No. 3, Matrox International Corp's
23 Interrogatories Nos. 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31,
24 and 32; Matrox Electronic Systems, Inc.'s Interrogatory Nos. 5, 6, 7, 8, 9, 13,
25 14, 23, and 33, and any other aspects of Defendants' motion to compel not
26 specifically addressed in this stipulation.

1 j. Ricoh will supplement its responses to Aeroflex, Inc.'s Interrogatory Nos. 6-7 to
2 add pinpoint cites pursuant to Rule 33(d) or otherwise provide a sufficient
3 response on or before July 17, 2006.

4 k. Ricoh will supplement its responses to Aeroflex Colorado Springs, Inc.'s
5 Interrogatory Nos. 4 and Matrox Tech Inc.'s Interrogatory Nos. 2-7 to meet the
6 substance of the interrogatory and, to the extent responsive, add pinpoint cites
7 pursuant to Rule 33(d) or otherwise provide a sufficient response, on or before
8 July 25, 2006.

9 l. Ricoh will supplement its responses to Matrox Electronics Systems, Inc.'s
10 Interrogatory Nos. 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, and 22 to meet the
11 substance of the interrogatory and, to the extent responsive, add pinpoint cites
12 pursuant to Rule 33(d) or otherwise provide a sufficient response, only to the
13 extent that an element is discussed in Defendants' expert reports in relation to a
14 respective reference or to the extent that Ricoh has undertaken a sufficient
15 analysis relating to the particular interrogatory so that Ricoh can respond to the
16 interrogatory at the time its answers are due. However, this provision will not
17 obligate Ricoh in any way to do any analysis that it or its experts have not
18 already performed at the time its supplemental answers are due. The
19 supplemental answers to these interrogatory shall be provided on or before
20 August 2, 2006.

21 m. For responses 3-11, to Matrox International Corp.'s Interrogatories, provided
22 that Ricoh identifies the specific portions of deposition testimony on which it is
23 relying pursuant to Rule 33(d), Defendants will not seek further
24 supplementation. Ricoh will supplement its responses to responses 27 and 33 to
25 Matrox International Corp.'s Interrogatories to add pinpoint cites pursuant to
26 Rule 33(d) on or before July 17, 2006.

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1 Unless provided otherwise herein, Ricoh's supplemental responses will be provided on or
2 before on July 25, 2006.

3 Respectfully submitted,

4 Dated: June 30, 2006

HOWREY LLP

5
6 By: _____ /s/Denise M. De Mory

7 Denise M. De Mory

8 Attorneys for Plaintiff SYNOPSYS, INC. and
9 Defendants AEROFLEX INC., AEROFLEX
10 COLORADO SPRINGS, INC., AMI
SEMICONDUCTOR, INC., MATROX ELECTRONIC
SYSTEMS LTD., MATROX GRAPHICS, INC.,
MATROX INTERNATIONAL CORP., AND
MATROX TECH, INC.

11
12 Dated: June 30, 2006

DICKSTEIN SHAPIRO MORIN & OSHINSKY, LLP

13
14 By: _____ /s/Gary M. Hoffman

15 Gary M. Hoffman

16 ALTSHULER, BERZON NUSSBAUM, RUBIN &
DEMAIN
17 Jeffrey B. Demain
18 Attorneys for Plaintiff and Defendant
19 RICOH COMPANY, LTD.

20 **IT IS SO ORDERED.**

21 Dated: _____

22 _____ HON. EDWARD M. CHEN
MAGISTRATE JUDGE
23 UNITED STATES DISTRICT COURT

24 **ATTESTATION AS TO CONCURRENCE**

25 I, Denise M. De Mory, under penalty of perjury of the laws of the United States of America,
26 attest that concurrence in the filing of this document has been obtained from each of the other
27 signatories to this document.